QUALTIM
6300 Enterprise Lane | Madison, WI 53719 | 608-271-1176 | qualtim.com

June 4, 2024

Mr. Stephen E. Kabakoff
Miller & Martin, PLLC
1180 W. Peachtree St., NW, Ste 2100
Atlanta, GA 30309-7706

Via Email at stephen.kabakoff@millermartin.com and Deloris.Lanus@millermartin.com

Dear Stephen:

Thank you for your June 3, 2024 email communication, which follows:

> **From:** Stephen Kabakoff <Stephen.Kabakoff@millermartin.com>
> **Sent:** Monday, June 3, 2024 2:11 PM
> **To:** Kirk Grundahl <kgrundahl@qualtim.com>
> **Subject:** RE: Paragon Component Systems, LLC (Paragon) - Requested Response from Qualtim and Inspired Pursuits
>
> Hi Kirk,
>
> Thank you for your additional letter that you sent this morning. I have forwarded it to our client. However, you again provided an unreasonably quick deadline for response by noon CDT tomorrow, which will not give us sufficient time to discuss your new demands with our client. It appears that you are asking for certain confirmations from Paragon that you had not previously demanded. Again, we will review your new demands with our client and respond as soon as practicable.
>
> In addition, we request further clarification based on your letter that you sent today.
>
> First, your letter states that you are "100 percent confident that we do not need to discuss anything further with respect to copyright, intellectual property (IP), trade secrets (TS) and the engineering business we have been transacting with Dan since 2009." And your new demands all relate to Paragon's "conformance with all professional engineering laws."
>
> Can you please confirm if your statement that you are "100 percent confident that we do not need to discuss anything further with respect to copyright, intellectual property (IP), trade secrets (TS) …" indicates that you agree that Paragon is the sole owner of all IP and TS rights in the Paragon Truss Software and that the outstanding dispute is limited to Paragon's compliance with unspecified "engineering laws"? Or is it your position that 100 percent confidence relates to your position previously stated in your letters? This clarification is needed so we can tailor our client's response to the disputed issue(s).
>
> Second, your new letter includes an entire section relating to Inspired Pursuits and the "CCI-DrJ-Paragon team." Can you please explain what demands (if any) you are making of CCI? It is our position that CCI, Paragon, and Inspired Pursuits are completely independent business entities. While you have made demands on Paragon, we are unaware of any specific demands that you are making against CCI or Inspired Pursuits. Please clarify if there are any demands on CCI or Inspired Pursuits that are separate from your demands on Paragon.
>
> I look forward to your responses to the two questions above.
>
> With best regards,
>
> Stephen

I'll do my best to provide clarity with respect to known facts pursuant to all past communication, your current email, and all future communication regarding this subject in as concise a list as possible:

1. It can be stipulated that all intellectual property (IP), trade secrets (TS), and copyrights related to the creation of Paragon's math, data processing, and software are owned and managed by Dan Holland's company named Inspired Pursuits, LLC (IP-LLC).
    a. It can be stipulated that the facts known by Qualtim, Inc. (Qualtim), Center for Building Innovation, LLC (CBI) and DrJ Engineering, LLC (DrJ) with respect to IP, TS, and copyrights of all organizations involved are and will be congruent and consistent with the knowledge of the ownership of Dan Holland's company, IP-LLC.
2. It can be stipulated that all testing performed by CBI, which was utilized to create intellectual property (IP), trade secrets (TS), and copyrights related to the creation of Paragon's math, data processing, and software are owned and managed by Dan Holland's company named IP-LLC.

3. It can be stipulated that all test data calibrations of math, all engineering performed by DrJ, and all related DrJ intellectual property (IP), trade secrets (TS), and copyrights that were utilized to create Paragon's math, data processing, and software are owned and managed by Dan Holland's company named IP-LLC.
4. It can be stipulated that DrJ owns all of its IP, TS and the copyrights for all its professional engineering work that have utilized and will continue to use Paragon's math and data processing functions.
    a. Please review Appendix A.
    b. Paragon does not have any rights with respect to DrJ's structural building components engineering-related work as defined by the copyright depicted in the Appendix A Truss Design Drawing.
5. It can be stipulated that DrJ is the exclusive professional engineering company providing engineering services on behalf of Dan Holland's company named IP-LLC and Dan Holland's company named Clearspan Components, Inc. (CCI).
6. It can be stipulated that all IP, TS, and any related copyrights used by CCI and Paragon for the structural building component industry's manufacturing processes are owned and managed by Dan Holland's company named IP-LLC.
    a. It can be stipulated that CCI is defined as a Truss Manufacturer.
7. It can be stipulated that Paragon is not an engineering company.
    a. As such, it is imperative that Paragon and its affiliates stop violating professional engineering laws.
8. It can be stipulated that the law requires truth in advertising, and since Paragon is not an engineering company, selling engineering solutions is contrary to the law.

With this letter, and your subsequent confirmation of actions that will be taken by your client, pursuant to Qualtim's letters of May 29, 2024 and June 3, 2024 that are specific to professional engineering law and the Federal Trade Commission, Qualtim and DrJ believe that the engineering related matters are fully resolved. In addition, pursuant to all stipulations provided above, no further action will be needed by Qualtim, DrJ or CBI.

Dan Holland's company, IP-LLC, will manage its business property ownership as appropriate given the fiduciary and management responsiblities present. If there are any questions or issues with respect to stipulated items #1, #2, #3, #5, and #6 above, they need to be directed to the business managers of Dan Holland's, IP-LLC at info@inspiredpursuitsllc.com.

Thank you very much.

Respectfully,

Kirk Grundahl, P.E. (47 states)
President
608-217-3713

PS Please note that nothing contained in this letter, nor any act or omission to act by IP-LLC, Qualtim, DrJ and/or CBI, is intended or should be deemed a waiver or modification of any rights or remedies that IP-LLC, Qualtim, DrJ and/or CBI may have at law or in equity, and all such rights are expressly reserved.

Appendix A

DrJ ENGINEERING

6300 Enterprise Lane | Madison, WI 53719 | drjengineering.org

Paragon ID: 49279

Re: 17571 - Sarasota BLDG 1_RF

Site Information:

Project Customer:	-	Project Name:	17571 - Sarasota BLDG 1_RF
Lot/Block:	-	Subdivision:	-
Address:	-	Model:	-
City:	-	State:	Florida

Name Address and License # of the Building Designer, if there is one, for the Building:

Name: - License: - State: Florida

Address: - City: -

The Truss Manufacturer (TM) is Clearspan Components Inc.

The TM has Communicated Truss Design Criteria (TDC) to DrJ Engineering, LLC (DrJ). Refer to the individual Truss Design Drawings (TDDs) for specifics. Building Code, Software & engineering information follows:

Design Code:	FBC 2020 / TPI 2014
Software Program:	Paragon
Truss Design Engineer:	Ryan Dexter

The TM has obtained, through the TM's Customer, the TDC &Truss design requirements from the Construction Documents &/or one of the Construction Professionals. The TM has Communicated the TDC & any related Truss design requirements to DrJ. This Communication includes transfer of TDC & any related Truss design requirements using proprietary Truss industry Software. DrJ designs each individual Truss, as illustrated on each TDD, relying upon the accuracy & completeness of Communicated information.

The seal on the Cover/Truss Index Sheet & on the individual TDD represents acceptance of responsibility for the review of the TDC & the design of each individual Truss. Each Truss then becomes one element of a Building Structural System (BSS). For any other BSS information needed, please contact the TM.

The TM is responsible for supplying the truss-to-truss connector type. Contact the TM for questions regarding truss-to-truss connector type, application and/or installation.

All dimensions are reproduced from the referenced Building Designer's plans.

⚠ **WARNING:** Always review the handling, storage, installation, lateral restraint & diagonal bracing information provided by TM through their delivery of the Truss Submitt Package (TSP). Do not cut or alter any part of a Truss or Structural Element. Never stack building material without proper lateral restraint & diagonal bracin Never overload/exceed the design load shown on any TDD or Structural Element design drawing (SEDD). Property damage &/or personal injury happen when there is complacency regarding safety items. DrJ presumes the TM submits their TSP to be reviewed, approved & used by one or more of the followin building Owner, Building Official, Building Designer, Registered Design Professional in Responsible Charge, Contractor &/or Framer.

My license renewal date for Florida is 02/28/2025 Certificate of Authorization # 29766

RYAN JOSEPH DEXTER
LICENSE
No 69484
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

______________________ 05/23/2024

Ryan Dexter

Copyright © 2011-2024 DrJ Engineering, LLC All Rights Reserved. These Design Drawings are valid for nine (9) months from the Document Date.

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